



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

December 5, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER SUPERVISORIAL DISTRICT 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for "Operation of a Combined Infant and Child Care Center" to Knowledge Beginnings Corporate Solutions, Inc., located in San Rafael, California. This contract will be for a period of three years commencing on January 1, 2003, or upon Board approval, whichever occurs last, with three 1-year renewal options not to exceed a total contract period of six years.
2. Instruct the Chair to sign this contract.
3. Delegate authority to the Director of Public Works to renew this contract for the three 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to award a contract for the operation of the Discovery Time Child Care Center, located in Alhambra, California, which is designed to provide infant and child care services for Public Works and Los Angeles County Superior Court employees.

Implementation of Strategic Plan Goals

This contract is consistent with the County's Strategic Plan Goal of Workforce Excellence as the services will improve children and families well-being.

FISCAL IMPACT/FINANCING

The County owns the courthouse in Alhambra which houses the Superior Court. An ancillary building in the parking lot of the courthouse has been used for a child care center for children of employees of Public Works and the Superior Court since 1990. The building is provided at no cost to the child care provider including the costs of utilities. In addition, most janitorial and maintenance services will be equally shared by Public Works and the Superior Court and are outside of this contract.

The child care center's operation is supported by user-parent fees at no cost to the County. This contract will commence on January 1, 2003, or upon Board approval, whichever occurs last, for a period of three years. With the Board's delegated authority, the Director may renew this contract from year-to-year for a total contract period not to exceed six years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the child care provider.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The child care provider has properly executed the contract and County Counsel has approved it as to form.

Public Works has confirmed that the Child Support Services Department has received the child care provider's Principal Owner Information form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract because the County is not paying for the child care service and, therefore, it is not a Proposition A contract.

This contract contains Board-ordered contract terms regarding the contractors notifying their current and new employees of the Federal-earned income tax credit, agreeing to maximize to the extent possible the use of recycled-content paper products, contractor responsibility, debarment, and jury service requirements.

CONTRACTING PROCESS

On May 30, 2002, Public Works solicited proposals from 98 independent child care providers and community business organizations. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On July, 1, 2002, one proposal was received. The proposal was first reviewed to ensure that it met the mandatory requirements as outlined in the Request for Proposals (RFP). The proposal met these mandatory requirements and was evaluated by an evaluation committee consisting of staff from Public Works, Chief Administrative Office, and the Superior Court. The committee's evaluation was based on criteria described in the RFP which included deficiencies and violations under prior license, administrative concepts approach, experience and capability, proposed funding and fees, references, and accreditation status. Based on this evaluation, Public Works is recommending that a contract be awarded to Knowledge Beginnings Corporate Solutions, Inc., located in San Rafael, California, who was found to be a responsible and responsive proposer.

Enclosure B reflects the proposer's minority participation. The child care provider was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General, Automobile, and Professional Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the child care provider before any work is assigned.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this child care provider will not be requested to perform services which will exceed the contract's scope of work and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
December 5, 2002
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CONCLUSION

Please have the original and one copy of the contract signed by the Chair. Please return the signed copy for the child care provider to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office (Janssen, Malaske-Samu)
County Counsel

CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES AND
KNOWLEDGE BEGINNINGS CORPORATE SOLUTIONS, INC.
FOR THE OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER

THIS CONTRACT, made and entered into this _____ day of _____, 2002 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and KNOWLEDGE BEGINNINGS CORPORATE SOLUTIONS, INC., hereinafter referred to as "CONTRACTOR":

W I T N E S S E T H

WHEREAS, the COUNTY and the Alhambra Branch of the Superior Court, hereinafter referred to as "COURT", have jointly entered into an Agreement on September 12, 2000, to manage, maintain, and operate a quality combined infant and child care facility with an adjacent play yard, hereinafter referred to as "CENTER", located at 406 South Second Street, Alhambra, California 91801, with the express purpose of providing a child care center for the children of employees of the COUNTY and COURT.

WHEREAS, COUNTY and COURT desire to avail themselves of CONTRACTOR'S services, and

WHEREAS, CONTRACTOR has agreed to provide the aforementioned services in accordance with the hereinafter-mentioned conditions.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, COUNTY and CONTRACTOR agree as follows:

1.0 SCOPE OF WORK

- 1.1 Establish and maintain a high-quality child care program consistent with the COUNTY'S desired vision, meeting or surpassing all State requirements, and directed toward attaining, if not already attained, within the three-year initial CONTRACT term, accreditation by the National Association for the Education of Young Children.

The CENTER is expected to reflect consideration of, and sensitivity to, the cultural, racial, and ethnic diversity of the COUNTY'S and COURT'S work force.

- 1.2 Establish and maintain a child care program with effective policies and procedures to ensure the health, safety, and security of all persons while they are involved in the program. Further, the policies and procedures shall:

- 1.2.1 Provide a system of quality control;
- 1.2.2 Foster and attain a close-knit and effective working relationship between the CENTER staff and user-parents;
- 1.2.3 Ensure:
 - 1.2.3.1 The selected staff meets the requirements of this CONTRACT and all license and permit requirements;
 - 1.2.3.2 The ongoing training of staff, including aides, using in-service training techniques promoting a maximum of professionalism in the delivery of child care services;
 - 1.2.3.3 Compliance with all nondiscrimination laws and regulations applying to child care services and employment;
 - 1.2.3.4 Protection of the personal rights of the children served, with special attention to such rights as set forth in CCR, Title 22, Section 101223, "Personal Rights;"
 - 1.2.3.5 Maintenance and repair of equipment used by the CENTER is performed in a timely manner by either the CONTRACTOR or the COUNTY. COUNTY'S responsibility for providing maintenance, service, and repair is limited to the facility and grounds, and fixed equipment of the building, such as air conditioning and heating, electrical, and plumbing systems.

COUNTY'S maintenance and repair responsibility does not include play yard equipment, or any other play equipment used by the children, furniture, furnishings, including carpeting and appliances.

- 1.2.4 Develop and maintain policies and procedures to be followed in an emergency and other disruptive occurrences. These policies and procedures shall supplement the "Disaster and Mass Casualty Plan" required by CCR, Title 22, Section 1011774, and include, but not be limited to, medical emergencies, physical confrontations, or persons displaying improper and threatening behavior.
- 1.2.5 Provide a system for receiving and releasing enrolled children that guarantees their safety and security.

- 1.2.6 Maintain a current parent/emergency contact list of names and telephone numbers for each child. Said list is to include multiple contacts with the family, or extended family, and all available medical or other emergency contact(s).
- 1.3 Establish and maintain such a program funded from:
 - 1.3.1 The CONTRACTOR'S own resources;
 - 1.3.2 The rent-free facility provided by the COUNTY;
 - 1.3.3 Fees from the clients of the program, as such fees are approved by the COUNTY'S and COURT'S CENTER Advisory Committee.
- 1.4 Meet at least quarterly with the CENTER Advisory Committee.
- 1.5 Actively seek new and innovative ways to improve the program in terms of:
 - 1.5.1 Quality of the work environment and the variety of services provided;
 - 1.5.2 The health, safety, and security of the children involved in the program;
 - 1.5.3 Overall perception and image;
 - 1.5.4 The cost of the program to the user-parents; and
 - 1.5.5 Staff training and development.
- 1.6 Report program activities to the designated COUNTY's Administrative Liaison and the CENTER's Advisory Committee.

2.0 SPECIFIC TASKS

2.1 Administration

- 2.1.1 Report to the designated COUNTY's Administrative Liaison, as required by this CONTRACT.
- 2.1.2 Assess and collect fees from the user-parents.
- 2.1.3 Incorporate a fee structure that reflects a vacation or sick leave reduction in rates, or no-fee rate to be utilized in one-week increments by user-parents, not to exceed two weeks.

- 2.1.4 Actively recruit new enrollees, as needed, in accordance with the guidelines established by the COUNTY.
- 2.1.5 Keep financial records as needed and as required by this CONTRACT.
- 2.1.6 Immediately provide the COUNTY's Administrative Liaison with a copy of any reports the CONTRACTOR submits to the State Department of Social Services or the licensing agency pursuant to CCR, Title 22, Section 101213, "Finances."
- 2.1.7 Meet regularly with, respond to, and accept guidance from, the CENTER'S Advisory Committee.
- 2.1.8 Obtain licenses for operating an infant and child care facility and any applicable business license(s) required by the City of Alhambra. When applicable, all licenses and permits shall permit services to non-ambulatory children.
- 2.1.9 Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the COUNTY's Administrative Liaison and the CENTER'S Advisory Committee.
- 2.1.10 Beginning with Summer 2003 and continuing ever year thereafter, provide the CENTER'S Advisory Committee with a Projected Summer Activities Budget at least one month before such activities begin.
- 2.1.11 Beginning with Summer 2003 and continuing ever year thereafter, provide the CENTER'S Advisory Committee with a Statement of Actual Summer Activities Costs.
- 2.1.12 Inform the CENTER'S Advisory Committee of expenditure plans for fundraiser proceeds before fundraiser program(s) begin. Provide a report to the CENTER'S Advisory Committee of actual funds received from fundraiser program(s) and a description and date of actual expenditures of the funds used.

2.2 Delivery of Service

- 2.2.1 The CENTER shall provide day care services from 6 a.m. to 6:30 p.m, Monday through Friday. The CONTRACTOR may elect to close the CENTER on all such holidays as are observed jointly by the COUNTY and COURT. The holidays observed by the COUNTY are as follows: New Year's Day, Martin Luther King, Jr.

Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. Any change in this schedule for the CENTER operating hours must be mutually agreed upon by the CONTRACTOR and the COUNTY.

- 2.2.2 Develop, implement, and maintain admission procedures in compliance with CCR Title 22, including, but not limited to obtaining signatures of the parent/guardian acknowledging receipt of a child abuse prevention pamphlet furnished by the State and, when relevant, a mutually agreed upon individualized plan of infant needs and services prior to each infant's first day at the CENTER, with a copy of such plan provided to the parent/guardian.
- 2.2.3 Develop and maintain the program curriculum in consultation with the CENTER'S Advisory Committee and the COUNTY's Administrative Liaison.
- 2.2.4 At a minimum, provide nutritional supplements in the morning, afternoon, and late afternoon, with appropriate consideration given to ethnic and cultural preferences and special diets (e.g., sugar or salt-free diets). The parents will be responsible for providing lunches for their children.
- 2.2.5 Provide appropriate infant care food service in accordance with CCR, Title 22, Section 101427, "Infant Care Food Service," using food provide by the parent/guardian. The CENTER staff shall work closely and cooperatively with the user-parent(s) of each infant to attain maximum compliance with the wishes and instruction(s) of the user-parent(s) regarding food service.
- 2.2.6 Administer prescription and non-prescription medications to children with appropriately-signed parental authorization, and in accordance with CCR, Title 22, Section 101226, "Health Related Services."
- 2.2.7 Provide no water activities, which fall within the restrictions of CCR, Title 22, Section 101216.6, "Staffing for Water Activities."
- 2.2.8 Be responsible for transportation arrangements for children to and from the CENTER for field trip activities only, and to ensure that all necessary approvals and waivers are obtained from parents.

3.0 SELECTION OF USER-PARENTS

3.1 Enrollment Process Overview

Enrollment application forms are to be developed by the CONTRACTOR. Initial referral of the children will be made by the COUNTY as described below. The CONTRACTOR shall be responsible for interviewing user-parents and insuring that the children selected meet the CENTER's admission criteria. The CENTER will be available to COUNTY employees of all salary levels.

3.2 Child Care Center Usage

Openings at the CENTER are filled on a first-come, first-served basis and will be allocated as follows; COUNTY Department of Public Works: 35 spaces; the COURT and other COUNTY departments: 35 spaces. Spaces not filled by the COUNTY Department of Public Works and the COURT may be utilized by other COUNTY departments, CONTRACTOR's staff, or the general public, in that order. Should all available openings be filled, additional applicants shall be placed on a waiting list in the order received.

If another child of the same COUNTY or COURT is at the top of the list for that program, the first-come, first-served concept shall apply.

If a child of the COUNTY or COURT is at the top of the list for that program, the child of the COUNTY or COURT with the least total CENTER enrollment (up to 35) shall be placed at the top of the list; e.g., priority for the next available opening shall be given to the employee from the COUNTY or COURT furthest below its allocated spaces.

Children of persons employed by the COUNTY and the COURT shall be accepted to the CENTER on a priority basis over all others. However, children of persons employed by other organizations (public) may be considered for enrollment by the CENTER operator when space permits.

"Children of employees of the COUNTY or COURT" shall be defined as any dependent child (including an adopted child, a stepchild, or recognized natural child) who lives with the employee (as defined by the COUNTY or COURT) in a regular parent-child relationship or for whom the employee has legal guardianship.

"Legal guardianship" will be defined as whatever is legally required for an adult to authorize the provider to obtain medical treatment for a child in an emergency situation.

Exceptions to these guidelines will be made only with a consensus of all five of the CENTER'S Advisory Committee members.

The COUNTY and COURT recognize the importance to the CONTRACTOR of maintaining maximum enrollment at the CENTER. To this end, the COUNTY and COURT will provide employees with information on the CENTER'S services and will work closely with the CONTRACTOR to expedite the allocation and selection process to assure that openings are filled from available applicants.

3.3 Changes in Procedures or Criteria

The number of space allocations are the sole responsibility of the COUNTY and COURT; however, should there be a change in the allocation of spaces, such change shall not displace a child already enrolled.

3.4 If a User-Parent Leaves COUNTY/COURT Service

If a user-parent terminates employment with the COUNTY or COURT, he/she may be allowed to keep his/her child in the CENTER, provided there is no user-parent employed by either the COUNTY or the COURT on a waiting list for admission.

4.0 PERSONNEL

4.1 Key CONTRACTOR Personnel

4.1.1 Assure that, when the CONTRACTOR'S Director of the CENTER is temporarily away from the CENTER, arrangements are made for a fully-qualified infant care teacher to act as a substitute. In the event that the absence is for more than 30 consecutive calendar days, the substitute Director shall meet the qualifications of a Director (this assumes licensing for less than 25 infants).

4.1.2 Maintain the staffing ratios set forth in this CONTRACT. At a minimum, the CONTRACTOR shall comply with Community Care Licensing staff-to-child ratios. There shall be provision for overlap of staff for different shifts, so that continuity of care is assured.

4.1.3 Assure that all infant care teachers are fully qualified as teachers for the provision of infant care at all times.

4.1.4 Establish and maintain in-house training of staff, including aides.

4.1.5 Require all staff to become certified in CPR and First Aid, and to

continually renew such certification to remain certified. Certifications shall be subject to review by the COUNTY's Administrative Liaison.

4.2 Employee Criminal Records and Notices (CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 4.2.1 through 4.2.4.)

4.2.1 At the CONTRACTOR'S expense, CONTRACTOR shall have a criminal background investigation performed on all employees on this program prior to employment on this program. The COUNTY reserves the right, at any time, to bar any employee from working on this program as a result of information included on the background investigation.

4.2.2 No personnel employed by the CONTRACTOR for this program having access to COUNTY and children information and/or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved in writing by the COUNTY.

4.2.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any employee working on this program.

4.2.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or any pending criminal trial, to the COUNTY.

4.3 Quality Control

4.3.1 Maintain a system to assure continuation of all required licenses and permits. When an evaluator provides a notice of deficiency to the licensee, as provided for in CCR, Title 22, Section 101193, "Deficiencies in Compliance," the CONTRACTOR shall immediately notify the COUNTY's Administrative Liaison and provide him/her with any follow-up reports as requested.

4.3.2 If not already achieved, actively work to achieve accreditation by the National Association for the Education of Young Children within three years of operation. The first step in this process, the program self-study, shall be conducted during or before the second year of operation. Once accreditation is obtained,

implement procedures to assure retention of such accreditation.

- 4.3.3 Establish and maintain a system of quality control to assure that the administered policies and procedures promote attainment of the COUNTY's desired program as described in this CONTRACT. The CONTRACTOR shall, on a scheduled basis, review and re-analyze the CENTER's activities, particularly the program curriculum, to assure that optimum use is made of the CENTER's resources to accomplish the CENTER's child development goals.
- 4.3.4 Establish and maintain a system to assure compliance with all actions required of the CONTRACTOR by this CONTRACT.
- 4.3.5 Develop and conduct an annual parent-user survey tool to be used to measure the effectiveness and quality of the program.

4.4 Physical Plant, Equipment, and Supplies

- 4.4.1 Establish and maintain a child care facility that is clean, safe, secure, and comfortable. The facility should also be a pleasant and creative environment for children. At a minimum, custodial services shall be at the level of those requirements outlined in CCR Title 22.
- 4.4.2 Establish and maintain an ongoing system for maintenance and repair of all equipment used by the CENTER, including cleaning and deodorizing. System shall include timely notification to the COUNTY's Administrative Liaison regarding repair and maintenance of the facility, grounds (excluding the play yard) and fixed equipment of the building. CONTRACTOR is responsible for maintenance and repair of all other items.
- 4.4.3 Establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.
- 4.4.4 Provide diapers and/or food as needed (i.e., when the parent[s] fail to provide an adequate supply). This does not preclude an arrangement for the user-parent(s) to replenish the supply or reimburse the CONTRACTOR (the user-parent[s] will be responsible for providing food for their infant and/or lunches for their children).
- 4.4.5 Obtain and maintain First Aid supplies that meet or surpass the requirements set out in CCR, Title 22, Section 101226, "Health Related Services."

- 4.4.6 Notify, when necessary, the COUNTY's Administrative Liaison, or other authorized designee, when COUNTY action is needed to comply with a responsibility the COUNTY has agreed to assume regarding the facility, equipment, utility services, or other services identified in this CONTRACT.

5.0 ADVISORY COMMITTEE

- 5.1 The CENTER'S Advisory Committee (hereinafter referred to as COMMITTEE) is responsible for facilitating the success of the program, reviewing the operation of the CENTER, and providing advice and guidance to the CONTRACTOR through the COUNTY's Administrative Liaison.

5.2 Committee Membership

The COMMITTEE will be composed of at least five persons; one representative of the COUNTY Chief Administrative Office, two representatives of the COUNTY Department of Public Works, and two representatives of the Alhambra Branch of the Superior Court.

5.3 Committee Functions

- 5.3.1 The COMMITTEE will be responsible for reviewing the performance of the CONTRACTOR by April 1 of each year and 90 days prior to the expiration of this CONTRACT. In addition, the COMMITTEE will meet at least quarterly to review the following areas:

- CONTRACTOR's operational issues, if any;
- Maintenance and repairs to the CENTER;
- Recruitment and enrollment issues, if any;
- CENTER programs, policies, and procedures;
- Overall performance of the CENTER;
- User-parent problems, if any, with the CONTRACTOR;
- Results of annual user-parent survey;
- CENTER's progress toward achieving and/or maintaining accreditation; and
- Approve and monitor fees charged to participants.

6.0 CONTRACT PERIOD

The term of this CONTRACT will commence on January 1, 2003, or upon Board approval, whichever occurs last, and continue for a period of three years. At the discretion of the COUNTY, the CONTRACT may be extended after this three-year period in increments of one-year terms, not to exceed a total CONTRACT period of

six years. The COUNTY, acting through the Director of Public Works, will provide a written notice to the CONTRACTOR of intent to extend the term at least 30 days prior to the end of each term.

7.0 FACILITY

7.1 The CENTER will be operated under a rent-free lease agreement between the COUNTY and the CONTRACTOR. The COUNTY will be responsible, unless otherwise noted in this CONTRACT, for the cost of maintenance, servicing, and repair of the facility grounds, and the fixed equipment of the building, such as air conditioning, electrical, plumbing, and heating systems. Additionally, the COUNTY will be responsible for the surrounding masonry wall and the chain link fences and gates.

The COUNTY agrees to provide maintenance and security for the CENTER, and will be responsible, unless otherwise noted in this CONTRACT, for the cost of the following utilities and space-related services:

- Water;
- Gas;
- Electricity;
- Maintenance and repair of security alarm system;
- Exterminator services;
- Blacktop maintenance;
- Structure and fixed equipment maintenance and repair;
- Landscape maintenance;
- Exterior and interior painting of building;
- Signage (indoor and outdoor);
- Fire extinguisher equipment and maintenance; and
- Window coverings and/or tint for windows, if requested by the CONTRACTOR.

8.0 FURNITURE AND EQUIPMENT

Upon approval of this CONTRACT, the COUNTY will provide the CONTRACTOR with an inventory of COUNTY-owned furniture and equipment. The CONTRACTOR shall be responsible for maintaining an accurate inventory of all major items of furniture and equipment owned by the COUNTY during the life of this CONTRACT.

Upon termination or expiration of this CONTRACT, all inventoried items shall become the sole property of the COUNTY. Said items shall be left undamaged, except for normal wear and tear, and in a state of usefulness.

Any additional equipment cost shall be borne by the CONTRACTOR.

9.0 CONTRACTOR'S AGREEMENT RESPONSIBILITY

The CONTRACTOR shall be responsible for funding (unless otherwise noted in this CONTRACT), equipping, furnishing, supplying, and administering the CENTER in accordance with all applicable laws, regulations, and requirements set forth in this CONTRACT, and shall collect user-parent fees in an amount formally agreed upon between the COUNTY and the CONTRACTOR.

The CONTRACTOR'S weekly tuition rates for COUNTY employees shall be \$145.00 for infants, \$138.00 for toddlers, and \$109.00 for preschoolers. The CONTRACTOR'S weekly tuition rates for the public may differ from the COUNTY'S weekly rates but shall be negotiated with the COMMITTEE. Thereafter, annual tuition increases shall not exceed 3.5 percent. The CONTRACTOR shall provide the COMMITTEE with the difference in tuition between the public's and the COUNTY's tuition rates for scholarships, CENTER maintenance, repair, etc. These terms shall become effective upon Board approval of this CONTRACT.

The CONTRACTOR shall be responsible for obtaining the proper license for operation of the CENTER and other business licenses and permits as may be required. The CONTRACTOR shall be solely responsible for the operation of the CENTER within license and permit requirements.

CONTRACTOR shall bear the cost for providing custodial services for the CENTER at the level required by the State under CCR, Title 22. The CONTRACTOR shall provide a handyman and housekeeper for those situations that are not covered by custodial services.

10.0 CONTINUATION AND RENEWAL OF THE CONTRACT

The COUNTY, via the COMMITTEE, will evaluate the program annually, or more often if necessary. The evaluations will include a project operations and budget review. Whenever deficiencies are found, the CONTRACTOR shall be given an opportunity to correct them. Thereafter, if the deficiencies are not corrected, a recommendation may be made to the Board to suspend or terminate this CONTRACT.

Continuation of this CONTRACT will depend on the successful operation of the CENTER, as judged by the COUNTY, via the COMMITTEE, and based on ongoing monitoring and periodic evaluation procedures, in which the CONTRACTOR shall participate.

11.0 COUNTY'S POLICY ON CHILD SUPPORT LAWS

CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehensions of child support evaders.

CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's "L.A.'s MOST WANTED: Delinquent Parents List" in a prominent position at the CONTRACTOR'S place of business. The COUNTY will supply the CONTRACTOR with the poster to be used.

12.0 JOB SITE SAFETY

The CONTRACTOR shall be solely responsible for ensuring that all work performed under this CONTRACT is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. The CONTRACTOR shall provide, at its expense, all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe environment at the CENTER.

13.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL-EARNED INCOME CREDIT

CONTRACTOR shall notify its employees that they may be eligible for the Federal-Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in the Internal Revenue Service Notice 1015 (Attachment "R").

14.0 CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY EMPLOYEES FOR EMPLOYMENT

If CONTRACTOR should require additional or replacement personnel after the effective date of this CONTRACT to perform the services set forth therein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff, or qualified former COUNTY employees who are on a re-employment list during the life of this CONTRACT.

15.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel or any other position for which applications are being accepted after the effective date of this CONTRACT, CONTRACTOR shall give appropriate consideration for any such position(s) to qualified persons referred to CONTRACTOR through the COUNTY'S Department of Public Social Services (DPSS), GAIN Program. For this purpose appropriate consideration shall mean the CONTRACTOR will interview qualified candidates. COUNTY shall send listing(s) of personnel for referral to CONTRACTOR'S representative.

Note: In the event that both laid-off COUNTY employees and GAIN participants are

available for hiring, COUNTY employees shall be given first priority.

16.0 ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

17.0 ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Such consent will not be unreasonably withheld. The COUNTY will respond to the CONTRACTOR'S written request within 30 days. Any attempted delegation and/or assignment without the COUNTY'S prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of the CONTRACT without the express written consent of the COUNTY shall be null and void, and shall constitute a breach of the terms of this CONTRACT. In the event of such a breach, this CONTRACT may be terminated forthwith.

18.0 AUDIT SETTLEMENT

If, at any time during the term of this CONTRACT or within five years after the expiration or termination of this CONTRACT, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the discretion of the Director of Public Works, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY to the CONTRACTOR, whether under this CONTRACT or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

19.0 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a COUNTY Budget, which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the

CONTRACTOR under this CONTRACT. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in this CONTRACT.

20.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to this CONTRACT is fully authorized to obligate the CONTRACTOR hereunder, and that all corporate acts necessary to the execution of this CONTRACT have been accomplished.

21.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under this CONTRACT, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 21.1 For any change which does not materially affect the scope of work or any other term or condition included under this CONTRACT, a *Change Notice* shall be prepared and signed by the COUNTY's Administrative Liaison and the CONTRACTOR's Contract Manager.
- 21.2 For any revision which materially affects the scope of work, price, or any term and condition included in this CONTRACT, a negotiated amendment to this CONTRACT shall be executed by CONTRACTOR and COUNTY's Chief Administrative Officer or his designee, *except* as provided in Subsection 21.3 herein below.
- 21.3 For any changes affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the COUNTY's Administrative Liaison, or designee, may accept or reject CONTRACTOR'S written notification and request.
- 21.4 The Director of Public Works may prepare and sign amendments to the CONTRACT without further action by the Board under the following conditions:
 - 21.4.1 Amendments shall be in compliance with applicable COUNTY, State, and Federal regulations.
 - 21.4.2 The amendment is for a decrease in the CONTRACT costs, or for an increase of no more than ten percent of the total original

CONTRACT amount, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.

- 21.4.3 The Board has appropriated sufficient funds in the COUNTY'S budget.
- 21.4.4 The COUNTY shall obtain the approval of COUNTY Counsel or his designee for an amendment to the CONTRACT.
- 21.4.5 The COUNTY will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Administrative Office within 15 days after execution of each amendment.

22.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR's staff working on this CONTRACT shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.*, and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR's staff working on this CONTRACT shall make the report on such abuse, and should submit all required information in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR's staff working on this CONTRACT shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.*, and shall report all known or suspected instances of physical abuse of elders and dependent adults, either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR's staff working on this CONTRACT shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633, and 15633.5.

The CONTRACTOR's staff working on this CONTRACT shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

23.0 CIVIL RIGHTS

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, the CONTRACTOR shall not discriminate on the basis of race, color, national origin,

ancestry, political affiliation, religion, marital status, sex, age, or disability.

24.0 COMPLAINTS

- 24.1 Within 15 business days after CONTRACT's effective date, the CONTRACTOR shall provide the COUNTY's Administrative Liaison with the CONTRACTOR'S policy for receiving, investigating, and responding to user complaints.
- 24.2 The COUNTY's Administrative Liaison will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 24.3 If the COUNTY's Administrative Liaison requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five business days.
- 24.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY's Administrative Liaison for approval before implementation.
- 24.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Administrative Liaison of the status of the investigation within five business days of receiving the complaint.
- 24.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted, which adheres to formal plans for specific actions and strict time deadlines.
- 24.7 Copies of all written responses shall be sent to the COUNTY's Administrative Liaison within three business days of mailing to the complainant.

25.0 COMPLETION OF CONTRACT

The CONTRACTOR shall turn over their current operation to the COUNTY or another vendor upon expiration or termination of this CONTRACT.

For three months prior to the expiration of this CONTRACT, the CONTRACTOR shall provide the consulting services of the COUNTY's Administrative Liaison and Quality Control Supervisors for orientation to ensure a smooth transition from CONTRACTOR-provided services back to the COUNTY, or another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR's personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as

requested, all reports, documents, data files, and computer systems, as well as return all items of furniture and equipment furnished by the COUNTY for CONTRACTOR's use during the term of the CONTRACT.

26.0 COMPLIANCE WITH LAWS

26.1 The CONTRACTOR agrees to comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

- California Welfare and Institutions Code
- California Department of Social Services (CDSS) Manual of Policies and Procedures
- CDSS Regulations Section
- Social Security Act
- State Energy and Efficiency Plan (Title 24, California Administrative Code)
- Clean Air Act (Section 306, 42USC 1857 [h])
- Clean Water Act (Section 508, 33USC 1368)
- Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
- Equal Employment Opportunity (EEO) (Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60).

26.2 The CONTRACTOR shall maintain all licenses required to perform this CONTRACT.

26.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage, or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including, but not limited to, those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

27.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services

performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

28.0 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all client records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this CONTRACT.

29.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

29.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of this CONTRACT, or any competing contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in this CONTRACT.

29.2 The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation for this CONTRACT.

29.3 No CONTRACTOR's employee shall have access to his/her public assistance records, or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway, or appear to sway, their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

30.0 CONTRACTOR'S EMPLOYEES

30.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under this CONTRACT. All personnel assigned by the CONTRACTOR to perform these services shall, at all times, be employees of the CONTRACTOR, and the CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge CONTRACTOR's personnel. While providing services to COUNTY under this CONTRACT, the CONTRACTOR's employees shall report to the CONTRACTOR for all work-related activities, and abide by the rules and regulations agreed upon by the COUNTY and the CONTRACTOR prior to, or on the CONTRACT start date. However, any employee of the CONTRACTOR who, in the opinion of COUNTY, is

unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the COUNTY's Administrative Liaison.

30.2 The CONTRACTOR shall be solely responsible for providing to its employees all legally required employee benefits, and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR.

31.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this report and will include improvement/corrective action measures on this CONTRACT on, and not less than, an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all CONTRACT terms and performance standards. CONTRACTOR deficiencies, which COUNTY determines are severe or continuing, and that may place performance of the CONTRACT in jeopardy, if not corrected, will be reported to the Board. The users taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

32.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies, maintained or employed by the CONTRACTOR, for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT and recover the full amount of such commission, percentage, brokerage, or contingency fee.

33.0 DISPUTES

Any disputes between CONTRACTOR and COUNTY regarding the performance of services shall be mutually resolved by the COUNTY's Administrative Liaison and CONTRACT Project Manager for this CONTRACT. In the event no mutual agreement can be reached, the decision of the COUNTY's Administrative Liaison shall prevail.

34.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this

CONTRACT to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the CONTRACT within the following conditions:

34.1 The CONTRACTOR shall develop all publicity material in a professional manner.

34.2 During the course of performance on this CONTRACT, the CONTRACTOR, its employees, and agents shall not publish or disseminate commercial advertisements, press releases, opinions, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Administrative Liaison and Counsel. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for, or recipient of, services provided by the COUNTY.

35.0 LEGAL STATUS OF CONTRACTOR'S PERSONNEL AT FACILITY

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meets the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this CONTRACT.

36.0 FISCAL ACCOUNTABILITY

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards, and must comply with the applicable Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local, and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

37.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulations, or controls, or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this CONTRACT upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this CONTRACT is terminated.

38.0 GOVERNING LAW AND VENUE

This CONTRACT shall be governed by, and construed in accordance with, the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this CONTRACT shall be interpreted, and the parties' duties and obligations under this CONTRACT shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this CONTRACT.

When an action is brought by either party to this CONTRACT, the action shall be brought in the Central District of the County of Los Angeles Superior Court.

39.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY, and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this CONTRACT at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

40.0 INDEPENDENT CONTRACTOR STATUS

This CONTRACT is by and between the COUNTY and the CONTRACTOR, and is not intended, and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this CONTRACT are, for purposes

of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of the CONTRACTOR pursuant to this CONTRACT.

41.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its special districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

42.0 INSURANCE

42.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this CONTRACT, CONTRACTOR shall provide and maintain the following programs of insurance specified in this CONTRACT. Such insurance shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

42.2 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the COUNTY Department of Public Works, Attention Erin Lomas, 900 South Fremont Avenue, Alhambra, CA, 91803, prior to commencing services under the CONTRACT. Such certificates or other evidence shall:

- Specifically identify the CONTRACT.
- Clearly evidence all coverages required in the CONTRACT.
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the Certificate of Insurance.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from the CONTRACT.
- Identify any deductibles or self-insured retentions for COUNTY'S approval. The COUNTY retains the right to require CONTRACTOR to

reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

42.3 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

42.4 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this CONTRACT. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternately, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

42.5 Notification of Incidents, Claims, or Suits: CONTRACTOR shall report to COUNTY:

- Any accident or incident relating to services performed under this CONTRACT which involves injury or property damage, which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third-party claim or lawsuit filed against CONTRACTOR arising from, or related to, services performed by CONTRACTOR under the CONTRACT.
- Any injury to a CONTRACTOR's employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Administrative Liaison.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this CONTRACT.

42.6 Compensation for COUNTY Costs: In the event that CONTRACTOR fails

to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

42.7 Insurance Coverage Requirements

42.7.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

- General Aggregate: \$3 million
- Products/Completed:
Operations Aggregate: \$1 million
- Personal and Advertising Injury: \$1 million
- Each Occurrence: \$1 million

42.7.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

42.7.3 Workers' Compensation and Employers' Liability Insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state which the CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Long Shore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- Each Accident: \$1 million
- Disease - policy limit: \$1 million
- Disease - each employee: \$1 million

42.8 Professional Liability Insurance covering liability arising from any error, omission, negligent, or wrongful act of the CONTRACTOR, its officers, or employees, with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this CONTRACT.

Note: A new COUNTY program known as “SPARTA” (Service Providers, Artisan and Tradesman Activities) may be able to assist potential contractors in obtaining low-cost liability insurance coverage. The SPARTA program is administered by the COUNTY’s insurance broker, Municipality Insurance Services, Inc. Call SPARTA at (800) 420-0555 for more information.

43.0 NONDISCRIMINATION IN EMPLOYMENT

- 43.1 The CONTRACTOR shall comply with all laws and regulations as defined in EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be, treated equally by it without regard to, or because of, race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR’s facilities, where they are easily accessible to the CONTRACTOR’S employees and GAIN participants.
- 43.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 43.3 CONTRACTOR shall deal with its bidders or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 43.4 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 43.0, when so requested by the COUNTY.
- 43.5 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

- 43.6 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the EEO provisions of the CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws, or regulations, shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this CONTRACT.
- 43.7 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this CONTRACT, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating, or suspending this CONTRACT.

44.0 NOTICES

44.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within five business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

44.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days' prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may orally request meetings with the COUNTY, as needed, with five business days' advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

44.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended, and

by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

44.4 Notices to the Contractor

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

44.5 Notices to the County

Notices and envelopes containing same to the COUNTY shall be addressed to:

County of Los Angeles Department of Public Works
Administrative Services Division
Attention Paul Goldman
900 South Fremont Avenue
Alhambra, CA 91803

44.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

44.7 Termination Notices

In the event of suspension or termination of this CONTRACT, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

44.8 Notice To Employees Regarding The Federal-Earned Income Credit

CONTRACTOR shall notify its employees that they may be eligible for the Federal-Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

45.0 PERMITS AND LICENSES

CONTRACTOR shall obtain all of the necessary licenses and permits necessary for the performance of this CONTRACT prior to its implementation.

46.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 47.0, Records Retention and Inspection, herein below.

47.0 RECORDS RETENTION AND INSPECTION

47.1 The CONTRACTOR agrees that the COUNTY, State, and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to, and the right to examine, monitor, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this CONTRACT at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records, and proprietary data shall be kept and maintained by the CONTRACTOR for a period of six years after the term of this CONTRACT, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited. The COUNTY may require specific records be retained longer than six years when there is outstanding litigation, unresolved disputes, or any audit.

47.2 The COUNTY, its Auditor-Controller, or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

47.2.1 All such material shall be maintained by the CONTRACTOR at a location in the County of Los Angeles. If such material is located outside the County of Los Angeles, CONTRACTOR shall either: 1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location; or 2) pay to have such materials promptly returned to a CONTRACTOR facility located in the County of Los Angeles for examination by the COUNTY.

47.2.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Section 47.0 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.

48.0 RECYCLED BOND PAPER

Consistent with the Boards' policy to reduce the amount of solid waste deposited

at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

49.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this CONTRACT for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

50.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

51.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

51.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed CONTRACT. It is the COUNTY's policy to conduct business only with responsible contractors.

51.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

51.3 The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

51.4 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY Department of Public Works will notify the CONTRACTOR in

writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

51.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

51.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

52.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY, through this CONTRACT, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this CONTRACT to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this CONTRACT, maintain compliance with employment and wage reporting requirements, as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 52.0, Contractor's Warranty of Adherence to County's Child Support

Compliance Program, shall constitute a default by CONTRACTOR under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by CSSD shall be grounds upon which the Board may terminate this CONTRACT pursuant to Section 56.0, Termination For Default of The Contractor.

54.0 TERMINATION FOR CHANGES IN LEGAL REQUIREMENTS

The COUNTY retains the right to terminate this CONTRACT, without notice, in the event that: 1) A court of law determines that out-sourcing, non-discretionary activities in the manner specified by this CONTRACT, is unlawful; or 2) there is a change in the statutes, regulations, or laws governing COUNTY-administered welfare programs that prohibits, or makes unlawful, or otherwise affects this CONTRACT.

55.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

55.1 Performance of services under this CONTRACT may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a 30 calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

55.2 If, during the term of this CONTRACT, the COUNTY funds appropriated for the purposes of this CONTRACT are reduced or eliminated, COUNTY may immediately terminate this CONTRACT upon written notice to the CONTRACTOR.

55.3 After receipt of the Notice of Termination and except, as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Immediately stop services under this CONTRACT on the date and to the extent specified in the Notice of Termination.
- Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

55.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount,

if any, due to the CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

- 55.5 Upon termination of this CONTRACT, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports, and deliverables within ten business days after termination of this CONTRACT.
- 55.6 Upon termination of this CONTRACT, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.
- 55.7 Subject to the provisions of Subsection 55.6 above, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 55.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations, and provided that such amount shall not exceed the total funding obligated under this CONTRACT, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

56.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 56.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this CONTRACT in any one of the following circumstances:
 - If the CONTRACTOR fails to perform the service within the time specified, or with prior COUNTY approval, any extension thereof; and
 - If the CONTRACTOR fails to perform any of the other provisions of this CONTRACT, or so fails to make progress as to endanger performance of this CONTRACT in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.
- 56.2 In the event the COUNTY terminates this CONTRACT in whole or in part as provided in this Section 56.0, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or
- 56.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 56.0, it is determined for any reason that the CONTRACTOR

was not in default under the provisions of this Section 56.0, or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 55.0, Termination For Convenience of the COUNTY, herein above.

56.4 Upon termination of this CONTRACT, the CONTRACTOR shall adhere to the termination provisions of Section 56.0 herein above.

57.0 TERMINATION FOR IMPROPER CONSIDERATION

57.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT, or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

57.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or at (800) 544-6861.

57.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

58.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current fiscal year are subject to Federal, State, or COUNTY's legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding fiscal year periods, and the Board or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

59.0 COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in COUNTY Code, Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, COUNTY Code, Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyists Ordinance shall constitute a material breach of this CONTRACT upon which COUNTY may immediately terminate or suspend this CONTRACT.

60.0 VALIDITY

The invalidity, in whole or in part, of any provision of this CONTRACT shall not void or affect the validity of any other provision.

61.0 WAIVER

No waiver of a breach of any provision of this CONTRACT by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this CONTRACT. Failure of the COUNTY to enforce, at any time, or from time to time, any provision of this CONTRACT, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

62.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Section 1.0, Scope of Work, herein above, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained, and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within 24 hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors, or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors, or omissions shall be at no cost to the COUNTY.

63.0 JURY SERVICE PROGRAM

63.1 This CONTRACT is subject to the provisions of the COUNTY's ordinance entitled Contractor's Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the COUNTY Code.

63.2 Written Employee Jury Service Policy

- 63.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employees' regular pay the fees received for jury service.
- 63.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 63.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when this CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

63.2.4 CONTRACTOR's violation of this Section of this CONTRACT may constitute a material breach of this CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this CONTRACT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

64.0 TERMINATION FOR CONVENIENCE OF THE CONTRACTOR

64.1 Performance of services under this CONTRACT may be terminated by the CONTRACTOR, in whole or in part, when such action is deemed by the CONTRACTOR to be in its best interest. CONTRACTOR shall deliver to the COUNTY a Notice of Termination at least 365 calendar days prior to the date upon which such termination becomes effective. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

64.2 Upon termination of this CONTRACT, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data and reports within ten business days after termination of this CONTRACT.

64.3 Upon termination of this CONTRACT, the CONTRACTOR shall comply with the provisions of Section 47.0, Records Retention and Inspection, herein above.

65.0 APPLICABLE DOCUMENTS

Attachments A through V are attached to and form a part of this CONTRACT. The CONTRACTOR'S proposal is incorporated herein and is agreed by the COUNTY and the CONTRACTOR to constitute an integral part of this CONTRACT.

66.0 DOCUMENT PRIORITY

In the event that the CONTRACTOR'S terms and conditions which may be listed in the CONTRACTOR'S proposal, conflict with the COUNTY'S specifications, requirements, terms, conditions, and forms herein, the COUNTY'S specifications, requirements, terms, conditions, and forms shall control and be binding.

67.0 ENTIRE CONTRACT

This CONTRACT constitutes the entire CONTRACT between the COUNTY and the CONTRACTOR with respect to the subject matter of this CONTRACT and supercedes all prior and contemporaneous contracts and understandings.

68.0 NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
DEPUTY

KNOWLEDGE BEGINNINGS
CORPORATE SOLUTIONS, INC.

By _____
Its President

By _____
Its Secretary